

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT  
Southern District of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)

(Jointly Administered)

**PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

DekaBank Deutsche Girozentrale

Name of Transferor

Deka International S.A., on behalf of:  
Deka-WorldGarant Plus 2/2011

Name and Address where notices to transferee  
should be sent:

Court Claim # (if known): 66879\*

Original Amount of Claim: \$13,921,777.80

Amount of Claim Transferred: \$1,425,438.01

Date Claim Filed: June 22, 2010

\*Amended Claim 58961, filed on October 30,  
2009

DekaBank Deutsche Girozentrale  
Attention: Marcus Ullrich  
Mainzer Landstraße 16  
60325 Frankfurt am Main  
Germany

Phone: (+49) 69 71 47 - 1441

Phone: N/A

Last Four Digits of Acct #:N/A

Last Four Digits of Acct. #: N/A

Name and Address where transferee payments  
should be sent (if different from above):

Phone: N/A

**\*\*Please See Attached Documents\*\***

Last Four Digits of Acct #:N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: L. Binder T. Teneis  
Transferee/Transferee's Agent  
*Senior Legal Counsel*

Date: February 2, 2010

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

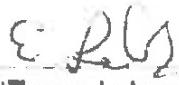
TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Deka International S.A., on behalf of Deka-WorldGarant Plus 2/2011 ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to DekaBank Deutsche Girozentrale (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) sixty (60) "Asian Straddle Warrants" with ISIN C100021004319 and a face value of EUR 1,005,600.00 (USD 1,425,438.01 at September 15, 2008 exchange rates) issued by Lehman Brothers Finance S.A. and guaranteed by Lehman Brothers Holdings Inc. (the "Purchased Claim"), which represents 100% of Seller's remaining right, title and interest in and to Proof of Claim Number 0000066879 filed by or on behalf of Deka International S.A., on behalf of Deka-WorldGarant Plus 2/2011 (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim.

2. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 2 day of February 2011.

Deka International S.A., on behalf of Deka- WorldGarant Plus 2/2011 DekaBank Deutsche Girozentrale

By:   
Name: **Eugen Lehnertz**  
Titles: *Managing Director*  
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By:   
Name: **Holger Hildebrandt**  
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